MORTGAGE RECORD No. 43. 74 Printers, Binders and Blank Book Makers, Lawrence This Indenture, Made this 32 day of Househer in the year of our Lord, Hypelter hundred and Frie, between Clearles a. Johnstry and Mary S. Johnson his wife of the Township of Calmyre in the County of Daughan and State of Kansas, of the first part, and of the second part: Mary Q. Bardman Witnesseth, That the said part/ of the first part, in consideration of the sum of Three Hundred to fleet doly paid, the receipt of which is hereby acknowledged, hat sold, and by these presents do \_\_\_\_\_grant, bargain, sell and mortgage to the said part  $q_{-}$  of the second part  $t_{t}$  heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to wit: \_\_\_\_\_ and State of Kansys, asscribed as mores, in the West half (2) of the North Cost The North Vifty-five (55) acres of the West half (2) of the North Cost quarter (7) of Section Thirty four (34) in Tourships Fourtan (4) of Range Quenty (23) in said County and State. with all the appurtungances, and all the estate, title and interest of the said part as of the first part therein. And the said ... Parties of the first foort \_\_\_\_\_ do \_\_hereby covenant and agree that at the delivery hereof they are the lawful owner, of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances ... This Grant is intended as a Mortgage to secure the payment of the sum of Three Hundred Dollars certain <u>dete</u> this day executed .... according to the terms of Quic and delivered by the said Parties of the first part to the said part of the second part Payable two years after date with interest thereon according to the this of soviel mote and confort thereto attached. and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part q-of the second part, the executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part 4 making such sale, on demand, to said fortice of the funct fort the IN WITNESS WHEREOF, The said parties of the first part have hereunto set Lecis hand & and seal & the day and year first above heirs and assigns. Chas, a. Johnson [SEAL] written. Signed, Sealed and Delivered in Presence of Mary &. Johnson [SEAL] [SEAL.] STATE OF KANSAS, County of Douglas A. D. 1203, before me day of Neer BE IT REMEMBERED, That on this \_\_\_\_\_ W. Oristow and State, came Charles a Gehuror and Mary & Johnson, his wife to me personally known to be the same person S who executed the foregoing instrument and duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and Sector. 13 -1900 11. Bristow Notary Public. year last above written. My Commission Expires 2011, 19 1906 amuter of & A. D. 1903, at 5 o'clock C. M. day of Dic . Filed for Record the \_\_\_\_\_ AUCtion trong ... Register of Deeds. By Eleic & Competerny, Deputy.